

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

CANYON ESTATES CONDOMINIUM  
ASSOCIATION, a Washington non-profit  
corporation,

Plaintiff,

v.

ATAIN SPECIALTY INSURANCE  
COMPANY; INDIAN HARBOR  
INSURANCE COMPANY,  
WESTCHESTER SUPRLUS LINES  
INSURANCE COMPANY and GREAT  
LAKES INSURANCE, SE,

Defendants.

Case No. 2:18-cv-01761-RAJ

**STIPULATION AND ~~PROPOSED~~ ORDER  
BARRING CLAIMS BY NON-SETTLING  
THIRD PARTY DEFENDANT INSURERS  
AGAINST DEFENDANT ATAIN  
SPECIALTY INSURANCE COMPANY  
AND DISMISSING ATAIN WITH  
PREJUDICE**

**STIPULATION**

Defendant Atain Specialty Insurance Company (“Atain”) has reached a settlement with Plaintiff Canyon Estates Condominium Association (“Association”), which settlement concludes all claims and issues between the Association and Atain raised in this lawsuit. Under the terms of the Settlement Agreement, Atain has paid the Association \$2,100,000 in compromise of the disputed claims regarding Atain’s handling of the Association’s loss. **Exhibit A.** In exchange, the Association agreed to release Atain from and against all claims. *Id.*

Atain filed a Motion for Order Barring Contribution Claims by Non-Settling Defendants on February 11, 2020 (Dkt. 134). The motion was set for hearing on February 28, 2020. Plaintiff joined in that Motion (Dkt. 136). The motion was first re-noted for hearing on March 6, 2020 (Dkt. 137); and has now been re-noted to March 13, 2020 (Dkt. 140).

1 The Association, and the remaining defendants in this Action, Atain, Indian Harbor  
2 Insurance Company and Great Lakes Insurance, SE, now wish to stipulate to the entry of a similar  
3 claim bar order as entered with respect to the Association's settlement with Westchester (Dkt.  
4 130).

5 The parties now stipulate that a similar claim-bar Order be issued with respect to the  
6 settlement reached by the Association and Atain and that Atain be dismissed from this case with  
7 prejudice and without costs to any party.

8 Below is a proposed form of Order. Below is a proposed form of Order.

9 Dated: March 6, 2020

10 MOKRI VANIS & JONES, LLP

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20 Approved as to form by:

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28 **SIGNATURE ATTESTATION**

I GailAnn Y. Stargardter, am an ECF user whose ID and password are being used to file this Stipulated Request. I attest that concurrence in the filing of this document has been obtained from the other signatories.

Dated: March 6, 2020

/s/ GailAnn Y. Stargardter  
Attorney for Defendant Atain  
Specialty Insurance Company

**ORDER**

This matter having come before the Court on the Stipulation of the parties, above, and the Court having considered the parties' Stipulation as the relevant pleadings and papers on file in this action,

IT IS HEREBY ORDERED as follows:

1. The settlement between the Association and Atain is reasonable, including but not limited to the settlement amount;

2. In order to protect the interests and rights of the Non-Settling Insurers in this action<sup>1</sup> which have asserted a contribution claim against Atain or which in the future may have asserted such a claim; the Court further orders as follows:

a. Subject to applicable Washington law, the non-settling insurers are entitled to seek an offset against Plaintiff up to the amount of the Two Million One Hundred Thousand Dollars (\$2,100,000) settlement against any amounts one or more non-settling insurers may be deemed to owe to Plaintiff Canyon Estates Condominium Association in this action in any post-judgment hearing before the Court; and

b. Plaintiff Association is responsible and shall bear the burden for any shortfall between the amounts paid by Atain and Atain's overall liability in excess of its \$2,100,000 settlement payment.

3. The Court orders that any and all claims for contribution, allocation, subrogation, or equitable indemnity, as well as any other causes of action in connection with this litigation against Atain are hereby barred.

4. Atain is dismissed from this action with prejudice, and each party to bear its own costs.

DATED this 13th day of March, 2020.



The Honorable Richard A. Jones  
United States District Judge

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<sup>1</sup> Non-Settling Insurers means all insurers other than Atain.  
STIPULATION AND PROPOSED ORDER  
BARRING CLAIMS AND DISMISSING ATAIN  
WITH PREJUDICE CASE NO. 2:18-cv-01761-RAJ